

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY  
(SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to paragraph 5 of SECTION III – LIMIT OF INSURANCE:

If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future liability policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence".

2. The final paragraph of the Limits of Insurance section is replaced with the following:

The aggregate Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregated Limits of Insurance. However, the Each Occurrence Limit is the most we will pay for damages and Medical Expenses because of all "bodily injury" and "property damage" arising out of any one "occurrence", regardless of the length of the policy period.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. J. J.*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 20

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONECALLS OR OTHER  
METHODS OF SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

**2. Exclusions**

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter P. Jagg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ELECTROMAGNETIC FIELDS AND ELECTROMAGNETIC RADIATION EXCLUSION**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK  
WAREHOUSEMEN'S LIABILITY COVERAGE PART

This insurance does not apply to any liability, damages, loss, injury, demand, claim or "suit" any part of which is caused by, or allegedly caused by, "electromagnetic fields and/or electromagnetic radiation".

"Electromagnetic fields and/or electromagnetic radiation" means electromagnetic fields, "electromagnetic radiation", electric fields, magnetic fields, and/or the interaction of electric fields and magnetic fields.

"Electromagnetic radiation" includes, but is not limited to magnetic energy, waves, fields or forces generated, produced, distributed, transmitted or maintained by the charges, currents, frequencies, energy or forces of electricity that are generated, flow or otherwise transmitted through or via the medium, methods and equipment that generate, produce, distribute, transport, transmit or store the electrical charges, currents, frequencies, energy or forces.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Jagg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE MATTER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
MOTOR TRUCK CARGO COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

- A. This insurance does not apply to any liability, damages, loss, injury, demand, claim or "suit" arising out of or caused by, or allegedly caused by, "radioactive matter" or "radiation" in any form or any substance containing "radioactive matter" or "radiation" in any form, either alone, or in combination with other substances or factors, whether included in a product or otherwise.
- B. The following definition is added to the Definition Section:
- "Radiation" and/or "radioactive matter" includes, but is not limited to, ionizing radiation (either directly from unstable atomic nuclei or atoms, or as a consequence of a nuclear reaction), radioactive isotopes, alpha or beta particles or rays, gamma rays, X-Rays, photons, nucleons, including protons and neutrons, and electrons.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. J. J.*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PCB EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
MOTOR TRUCK CARGO COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

This insurance does not apply to any liability, damages, loss, injury, demand, claim or "suit" arising out of or caused by, or allegedly caused by, polychlorinated biphenyls in any form or any substance containing polychlorinated biphenyls, either alone, or in combination with other substances or factors, whether included in a product or otherwise.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Hoff*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING,  
COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION  
AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This endorsement is executed by the **LIBERTY MUTUAL INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Lagg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 26

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DAMAGE TO PREMISES RENTED TO YOU COVERAGE**

This endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. The following is added to the end of the Damage To Property exclusion in Paragraph 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III -- Limits Of Insurance.

2. The following is added to the end of Paragraph 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability:

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III -- Limits Of Insurance.

3. The following is added to Section III -- Limits of Insurance

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

4. The following limit of insurance is added to the Declarations:

Damages To Premises Rented To You Limit: \$ 50,000

This endorsement is executed by the **LIBERTY MUTUAL INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Legg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by \_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 27



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REASONABLE FORCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion a. of COVERAGE A is replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edmund F. Kelly*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 28

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO SUPPLY EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Keff*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 29

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of "a certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury, damage or loss covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The federal Terrorism Risk Insurance Act sets forth the following criteria for a "certified act of terrorism":
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Jagg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising out of "a certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement is executed by the **LIBERTY MUTUAL INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 31

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**STATE APPLICATION OF TERRORISM ENDORSEMENTS – TRIA REJECTED, DOMESTIC COVERED**

This endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

If attached to your policy, the below described Terrorism endorsements shall apply as follows:

**Exclusion of Certified Acts of Terrorism – LC 21 45 01 06**

This endorsement applies in all states except Alaska.

**Alaska Exclusion of Certified Acts – LC 32 03 06 05**

This endorsement applies only in Alaska.

This endorsement is executed by the **LIBERTY MUTUAL INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 32

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT- CONTRACTUAL LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Exclusion e. Contractual Liability of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is replaced by the following:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.  
This exclusion does not apply to liability:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the offense or offenses that resulted in the "personal and advertising injury":
  - a. Did not occur prior to the execution of the contract or agreement, and
  - b. Were not committed in your "advertisement"; or
- (2) That the insured would have in the absence of the contract or agreement.

The references to "bodily injury" and "property damage" in the definition of "insured contract" in the Definitions section are modified to include reference to "personal and advertising injury".

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 33

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Scheduled Railroad:**

Any railroad where the Named Insured has a written contract prior to the date of occurrence.

**Designated Job Site:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including

those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Jagg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 34



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED- PRIMARY INSURANCE SUBJECT  
TO SELF-INSURED RETENTION**

This endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The definition of "other insurance" in the Definition section is replaced by the following:

15. "Other Insurance" means any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except: (1) any such insurance purchased by the insured specifically to apply in excess of this insurance; or (2) any insurance issued to an additional insured if you have agreed in a written contract that the policy to which this endorsement is attached will apply as primary insurance, subject to the "Self-Insured Amount" in this insurance. We shall not seek contribution from any such insurance issued to an additional insured.

This endorsement is executed by the **LIBERTY MUTUAL INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Lagg*  
SECRETARY

*Edmund F. Kelly*  
PRESIDENT

Countersigned by \_\_\_\_\_

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 35

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT  
IN REM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERICAL GENERAL LIABILITY COVERAGE FORM  
EXCESS COMMERICAL GENERAL LIABILITY COVERAGE FORM**

We agree with you that, insofar as liability of the Insured for an occurrence is involved therein, an action in rem against a vessel leased, rented, operated or chartered by the insured shall be deemed a "suit" in personam against the insured. This endorsement does not apply to owned vessels.

This endorsement is executed by the **LIBERTY MUTUAL INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Fagg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by \_\_\_\_\_

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 36

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WELL SERVICING & DRILLING WORK SITE COVERAGE FOR DESCRIBED AUTOS ONLY**

This endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to paragraph 2.g., Exclusions - Aircraft, Auto or Watercraft, of Coverage A. **EXCESS BODILY INJURY AND PROPERTY DAMAGE:**

This exclusion does not apply to:

"bodily injury" or "property damage" arising from or caused by any autos described as Coiled Tubing, Fastline, Foam, Hot Oil, Pump, Well Servicing Rig, Slickline, Tubing Testing and Wireline and other well servicing autos (with attached well servicing equipment) designed for movement from one well site to another performing a range of services including routine well repair, fluid services, completion services, stimulation and cementation and air/foam circulation to complete work over operations while at a location (at the work site) where well servicing or other related work is to be conducted.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 37

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Any person or organization for whom you have agreed in writing to provide Liability insurance, but only with respect to liability arising out of your operations or premises owned by or rented to you. This insurance does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such insurance is valid and collectible.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Lagg*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 38

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT VENTURE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EXCESS COMMERCIAL GENERAL LIABILITY FORM

The joint venture(s) named in the Schedule below of which the First Named Insured in the Declarations is a member of is a Named Insured, however:

- a. coverage for the joint venture under this endorsement is excess over any other valid and collectible insurance purchased specifically to cover the joint venture;
- b. insurance provided under this policy to the joint venture is limited to the percentage interest in the net profits of the joint venture of the First Named Insured applied to the limit of liability afforded the First Named Insured by this policy;
- c. in the event of insolvency and/or bankruptcy of the joint venture and if no insurance is in force for the joint venture, the joint venture shall be covered for its legal liability up to the full policy limit;
- d. in the event where any other valid and collectible insurance or self-insurance has been reduced by a clause having the same effect as paragraph b., the liability under this policy shall be excess of such reduced limits; and
- e. no person or organization is an insured with respect to the conduct of the joint venture of which the First Named Insured is not a member during the policy period or which is not engaged in any activities during the policy period.

The final paragraph of the Who Is An Insured Section does not apply to the extent that it conflicts with coverage provided in this endorsement for joint ventures.

SCHEDULE

All Joint Ventures

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-005029-027

Audit Basis

Issued To

*Dexter R. Laff*  
SECRETARY

*Edward F. Kelly*  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 39